

SOUTHERN DISTRICT COURT OF NEW YORK  
FEDERAL DISTRICT COURT

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ROBERT KIERNAN,

10 CV 06068 (ER)

Plaintiff

-against-

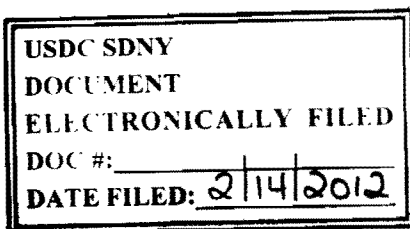
**SETTLEMENT AGREEMENT**

THE VILLAGE OF MONTGOMERY, STEVEN BRESCIA,  
MAYOR OF THE VILLAGE OF MONTGOMERY,  
JOHN J. BYRNES, JR., individually and in his capacity as  
officer in charge of the POLICE DEPARTMENT OF THE  
VILLAGE OF MONTGOMERY, JOHN LUFFMAN,  
individually and in his capacity as A POLICE OFFICER,  
JO ANN SHEELS, AS A MEMBER OF THE BOARD OF  
TRUSTEES OF THE VILLAGE OF MONTGOMERY,  
DARLENE ADOLSEK, AS A MEMBER OF THE BOARD OF  
TRUSTEES OF THE VILLAGE OF MONTGOMERY,  
BRANDON JACKOB, AS A POLICE OFFICER OF THE  
VILLAGE OF MONTGOMERY, THE BOARD OF  
TRUSTEES OF THE VILLAGE OF MONTGOMERY,  
JOHN DOES 1-4 and JANE 1-4,

Defendants.  
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The above parties, having agreed upon settlement of this matter, hereby set forth the terms and conditions thereof:

1. Defendants will prepare a General Release for a sum previously agreed upon by counsel releasing all defendants, their agents and/or employees.
2. Plaintiff, Robert Kiernan will execute said Release and forward the original to the firm of Hodges, Walsh, & Slater, LLP, together with W-9 forms for all persons and entities receiving portions of the proceeds herein.



3. On behalf of defendants, Selective Insurance Company will cause to be forwarded to the firm of Hodges, Walsh & Slater, LLP, a check in the amount agreed upon made payable to the plaintiff and to The Rubino Law Firm, as attorneys.

4. Upon receipt of the aforesaid General Release and a fully executed copy of this agreement, the firm of Hodges, Walsh & Slater, LLP, will forward the Selective settlement draft to The Rubino Law Firm in settlement of all claims asserted by the plaintiff herein.

5. This agreement will constitute a discontinuance with prejudice of all claims asserted by the plaintiff as and against all defendants, their agents, officers and/or employees.

6. This settlement is inclusive of all attorneys' fees and is without costs, fees, or disbursements being payable by one party to another.

7. It is understood by all parties hereto that all defendants deny any wrongdoing and that this Compromise is entered into to avoid further and costly litigation. This agreement shall not be used as evidence of an admission of any wrongdoing by any defendant hereto.

8. It is agreed by and between all parties and their attorneys that the amount paid under this settlement is confidential and will not be disclosed to any person or entity not a party hereto other than tax preparers, accountants, spouses, and attorneys as necessary, except upon prior written consent of all affected parties or their authorized representatives. Failure to comply with this confidentiality provision shall be grounds for revocation of this agreement and its provisions and shall serve as the basis

for a claim either in this Court or any other Court of competent jurisdiction for liquidated damages equal to the amount paid in settlement hereof.

9. The parties agree that this Court shall retain jurisdiction to enforce the terms of this agreement.

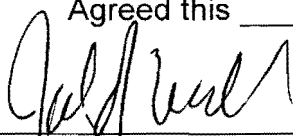
10. This agreement is complete and represents the full agreement between the parties and includes all liens known or unknown which may be assertable upon the claims made by the Plaintiff; including attorneys' liens; for which said liens the Plaintiff and his attorneys do hereby agree to hold harmless and indemnify the Defendants, their attorneys, and insurance carrier if applicable, in full from the proceeds of this settlement or otherwise.

11. This agreement may not be altered except by a writing signed by each of those parties affected by said alteration or their representatives upon authorization from said parties.

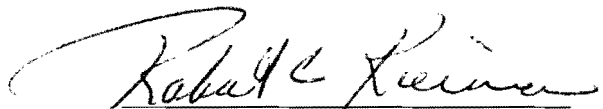
12. Each counsel for Defendants represents that s/he has been authorized by the parties s/he represents to sign this agreement and bind said parties.

13. This agreement may be filed and signed in separate counterparts.

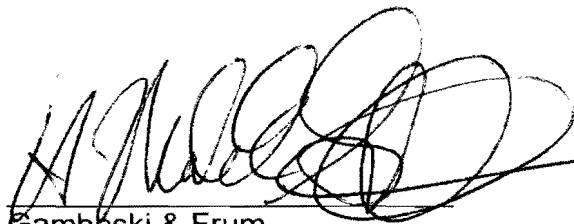
Agreed this \_\_\_\_\_ of November, 2011



John J. Walsh, Esq. (4092)  
Hodges, Walsh & Slater, LLP  
Attorney for Defendants  
The Board of Trustees of the  
Village of Montgomery  
Steven Brescia  
Jo Ann Sheels  
Darlene Adolsek  
55 Church Street, Suite 211  
White Plains, NY 10601



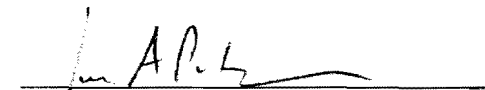
Robert Kiernan  
Plaintiff



Gambeski & Frum  
Attorneys for Defendant  
John Luffman  
565 Taxter Road, Suite 150  
Elmsford, NY 10523




Boeggeman, George & Corde  
Attorneys for Defendant  
John J. Byrnes, Jr.  
1 Water Street, Suite 425  
White Plains, NY 10601



Cascone & Kluepfel  
Attorneys for Defendant  
~~Village of Montgomery~~  
1399 Franklin Avenue, Suite 302  
Garden City, NY 11530

BRANDON JACOB as a Police Officer of the Village  
OF Montgomery 1/30/12 (JAP)

SO ORDERED:



Honorable Edgardo Ramos  
United States District Judge  
Southern District of New York

Dated: White Plains, NY  
Feb. 14, 2012.